

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Marc PIECHACZYK, et al.

Application No./Patent No.: 09/341,894 Filed/Issue Date: December 15, 1999

Entitled: BIOLOGICAL MATERIAL FOR TREATING A MAMMAL BY ANTIBODY GENE TRANSFER AND  
PHARMACEUTICAL COMPOSITION CONTAINING SAME

Centre National de la Recherche Scientifique - CNRS, a non-profit institution

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, government agency, etc.)

States that it is:

1. ☒ the assignee of the entire right, title, and interest; or  
2. ☐ an assignee of less than the entire right, title and interest.

The extent (by, percentage) of its ownership interest is \_\_\_\_\_%

in the patent application/patent identified above by virtue of an assignment from the inventor(s) of the patent application/patent identified above. A copy of the assignment is attached. The assignment was previously recorded at Reel 010563/ Frame 0639.

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.



Signature

4.30.2008

Date

Marina I. Miller, Ph.D.

Printed or Typed Name

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Telephone Number

59,091

Registration Number

Express Mail No.: EJ770260973US  
Date of Deposit: January 26, 2000

COPY ONLY  
NOT FOR RECORDATION

PATENT APPLICATION  
Attorney Docket No. 19904-002 (BREESE 2)

### ASSIGNMENT

We, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell, and transfer to CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE, a French non-profit institution, with offices at 3, rue Michel-Ange 75794 PARIS cedex 16 - FRANCE, and its successors, assigns, and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

BIOLOGICAL MATERIAL FOR TREATING A MAMMAL BY ANTIBODY GENE  
TRANSFER AND PHARMACEUTICAL COMPOSITION CONTAINING SAME.

filed with the U.S. PATENT & TRADEMARK OFFICE on June 30, 1999, and assigned Serial No. 09/331,980, including any renewals, revivals, reissues, reexaminations, extensions, continuations, and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in our name at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title, and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title, and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries, and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale, and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration, and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations, and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

61067  
USA

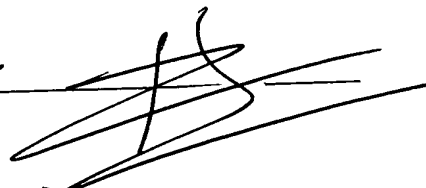
We hereby covenant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: November 3rd, 99

PIECHACZYK Marc

Signature of



Date: November 3rd, 99

NOEL Danièle

Signature of



TRADOCS: 1246381.1 (qppp011.doc)  
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